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functioning of the banking and credit system and sound extensions of credit to consumers. The Legislature has further determined that there is a need to ensure that debt collectors exercise this responsibility with fairness, honesty and due regard for the debtor's rights and that debt collectors must be prohibited from engaging in unfair or deceptive acts or practices.

5       3. This is an action for statutory damages and equitable relief brought by Plaintiff to redress  
6 the Defendants' numerous violations of the Fair Debt Collection Practices Act, 15 U.S.C. 1692, *et*  
7 *seq.* ("FDCPA"), and the California Fair Debt Collection Practices Act, Cal. Civ. Code § 1788 *et*  
8 *seq.* ("RFDCPA"), which prohibit debt collectors from engaging in abusive, deceptive and unfair  
9 practices.

## **JURISDICTION AND VENUE**

1       4. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1692k(d),  
2 and 28 U.S.C. § 1367 for supplemental state law claims.

13       5. This action arises out of Defendants' violations of the following: the Rosenthal Fair Debt  
14 Collection Practices Act, California Civil Code §§ 1788-1788.32 (RFDCPA), the Fair Debt  
15 Collection Practices Act, 15 U.S.C. §§ 1692 *et seq.*

16       6. Because Defendants conduct business within the State of California, personal jurisdiction  
17 is established.

18 7. Venue is proper pursuant to 28 U.S.C. § 1391.

## **INTRADISTRICT ASSIGNMENT**

20        8. Assignment to the Division of Oakland is proper because a substantial part of the events  
21      or omissions that give rise to these claims occurred in the County of Alameda, cities of Oakland and  
22      Berkeley.

## **PARTIES**

24 9. Plaintiff, JEREMY D. MAURER (“Plaintiff”), is a natural person who resides in the  
25 County of Alameda, State of California and is obligated or allegedly obligated to pay a debt, and is a  
26 “consumer” as that term is defined by 15 U.S.C. § 1692a(3).

27 10. Plaintiff is a natural person from whom a debt collector sought to collect a consumer debt  
28 which was due and owing or alleged to be due and owing from Plaintiff, and is a "debtor" as that

1 term is defined by California Civil Code § 1788.2(h).

2 11. Defendant SHEVGUR LLC d/b/a BORROWLENSES.COM (“SHEVGUR LLC”), was a  
3 company engaged, by the use of the mails and telephone, in the business of collecting a debt from  
4 Plaintiff which qualifies as a “consumer debt,” as defined by Cal. Civ. Code § 1788.2(f). Defendant  
5 SHEVGUR LLC regularly attempts to collect debts alleged to be due them, and therefore is a “debt  
6 collector” as defined by the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code §  
7 1788.2(c).

8 12. Defendant MARCUS & PARTNERS, INC. (“MPI”) is a company operating from the  
9 City of Berkeley, County of Alameda, State of California.

10 13. Defendant MPI is a person who uses an instrumentality of interstate commerce or the  
11 mails in a business the principal purpose of which is the collection of debts, or who regularly  
12 collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due  
13 another and is therefore a “debt collector” as that term is defined by 15 U.S.C. § 1692a(6). MPI was  
14 a company engaged, by the use of the mails and telephone, in the business of collecting a debt from  
15 Plaintiff which qualifies as a “consumer debt,” as defined by Cal. Civ. Code § 1788.2(f). MPI  
16 regularly attempts to collect debts alleged to be due them, and therefore is a “debt collector” as  
17 defined by the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788.2(c).

18 14. Defendant MPI is not an attorney or counselor at law and is a person who, in the  
19 ordinary course of business, regularly, on behalf of himself or herself or others, engages in debt  
20 collection as that term is defined by California Civil Code § 1788.2(b), and is therefore a “debt  
21 collector” as that term is defined by California Civil Code § 1788.2(c).

22 15. Defendant STEVEN A. BOOSKA (“BOOSKA”) is a natural person and licensed  
23 attorney in the state of California. BOOSKA is a “debt collector” within the meaning of 15 U.S.C. §  
24 1692a(6). BOOSKA is a third-party debt collector subject to the federal Fair Debt Collection  
25 Practices Act, 15 U.S.C. § 1692 et seq.

26 16. This case involves money, property or their equivalent, due or owing or alleged to be  
27 due or owing from a natural person by reason of a consumer credit transaction. As such, this action  
28 arises out of a “consumer debt” and “consumer credit” as those terms are defined by Cal. Civ. Code

1 | § 1788.2(f).

## **FACTUAL ALLEGATIONS**

3           17. On or about March 2009 Plaintiff rented photography equipment from Defendant  
4 SHEVGUR LLC. Said equipment was stolen and reported as such to the Oakland Police  
5 Department.

6       18. On or about June 12, 2009, Defendant SHEVGUR LLC filed a lawsuit against Plaintiff in  
7 the Superior Court of California, San Mateo County entitled *ShevGur LLC d/b/a BorrowLenses.com*  
8 *v. Jeremy Maurer*, Case No. SCC-107332 (hereinafter the “*BorrowLenses v. Maurer* complaint”),  
9 which sought to collect the debt on behalf of itself.

10       19. On or about August 12, 2009, Defendant SHEVGUR LLC obtained a Judgment against  
11 Plaintiff in the *BorrowLenses v. Maurer* complaint. The Judgment was for \$5,000.00 principal and  
12 \$60.00 costs. A true and correct copy of the Notice of Entry of Judgment is attached as **EXHIBIT**  
13 **A.**

14       20. Plaintiff is informed and believes, and thereon alleges, that subsequently, but before  
15 January 1, 2010, the alleged debt was assigned, placed, or otherwise transferred, to Peter With for  
16 collection. A true and copy of the court-endorsed Acknowledgment of Assignment is attached as  
17 **EXHIBIT B.**

18 21. On or around March 2010 Assignee Peter With secured an Earnings Withholding Order  
19 to satisfy the judgment awarded to Defendant SHEVGUR LLC.

20        22. On or about April 19, 2010 the Hon. Susan L. Greenberg held a hearing regarding  
21 Plaintiff's Claim of Exemption for the Earnings Withholding Order. The hearing was attended by  
22 Assignee Peter With. The Hon. Greenberg modified the Earnings Withholding Order in response to  
23 Plaintiff's claim of exemption. A true and correct copy of the Order Determining Claim of  
24 Exemption is attached as **EXHIBIT C**.

25        23. Since April 2010 to present Plaintiff has been making regular payments to Assignee Peter  
26        With in the amount of \$200.00 per month for the debt.

27       24. Plaintiff is informed and believes, and thereon alleges, that subsequently, but before  
28 February 15, 2011, the alleged debt was illegally assigned, placed, or otherwise transferred, to

1 Defendant MPI from Defendant SHEVGUR LLC for collection, despite Defendant SHEVGUR LLC  
 2 no longer having standing regarding the debt.

3 25. On or about February 15, 2011, Defendant MPI sent, and Plaintiff received, a dunning  
 4 letter addressed to Plaintiff's employer and in the name of Defendant MPI. A true and correct copy  
 5 of Defendant MPI's dunning letter is attached as **EXHIBIT D**.

6 26. This letter to Plaintiff, sent by Defendant MPI, was a "communication" as that term is  
 7 defined by 15 U.S.C. § 1692a(2), a "debt collection" as that term is defined by Cal. Civ. Code  
 8 1788.2(b), and an "initial communication" consistent with 15 U.S.C. § 1692g(a).

9 27. Defendant MPI failed within five days after this initial communication with Plaintiff, to  
 10 provide written notification containing a statement that unless the consumer, within thirty days after  
 11 receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be  
 12 assumed to be valid by the debt collection, and failed within five days after the initial  
 13 communication with Plaintiff to provide written notification of a statement that if the consumer  
 14 notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof,  
 15 is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the  
 16 consumer and a copy of such verification or judgment will be mailed to the consumer by the debt  
 17 collector, and that the debt collector will provide the consumer with the name and address of the  
 18 original creditor, thereby violating 15 U.S.C. §§ 1692e, 1692e(10), 1692f, and 1692g.

19 28. Additionally and alternatively, this initial communication to Plaintiff by the Defendant  
 20 MPI included a written notice, the language of which overshadowed, weakened, and failed to  
 21 comply with the notice required by 15 U.S.C. § 1692g(a)(3) because it did not state all the rights  
 22 available to Plaintiff pursuant to 15 U.S.C. § 1692g and as such, Defendant MPI's communication  
 23 violates 15 U.S.C. §§ 1692e, 1692e(10), 1692f, and 1692g.

24 29. Defendant MPI's initial communication to Plaintiff falsely lists two confusing balances  
 25 allegedly owed. Defendant MPI acted in a manner that was deceptive, unfair, and unconscionable,  
 26 thereby violating 15 U.S.C. §§ 1692e, 1692e(10), 1692f and 1692g(a)(1).

27 30. Defendant MPI's initial communication to Plaintiff states, "The above mentioned  
 28 company has referred your account to this office for collection." The letter identifies

1 BorrowLenses.com as their client. This letter **GROSSLY MISREPRESENTS** the legal status of  
 2 the alleged debt and the legal standing of Defendant SHEVGUR LLC and Defendant MPI.

3 31. On or about February 16, 2011, in response to Defendant MPI's dunning letter, Plaintiff  
 4 mailed a letter to Defendant MPI disputing the alleged debt via Certified Mail. A true and correct  
 5 copy of Plaintiff's February 16, 2011 letter is attached as **EXHIBIT E**.

6 32. On or about February 18, 2011, Defendant MPI signed for the Certified Letter. A true  
 7 and correct copy of the signed PS Form 3811 is attached as **EXHIBIT F**.

8 33. On or about March 2, 2011, Defendant MPI sent a letter to Plaintiff stating, "**The client  
 9 has admitted that this account should never have been placed with us. I have closed my file,  
 10 and you will hear no more from us.**" The balance listed is \$0.00. This balance is false, as Plaintiff  
 11 continues to make regular payments to Assignee Peter With for the underlying debt. A true and  
 12 correct copy of Defendant MPI's March 2, 2011 letter is attached as **EXHIBIT G**.

13 34. In an effort to continue and intentionally harass Plaintiff, Defendant SHEVGUR LLC  
 14 then sent their fabricated account to Defendant BOOSKA.

15 35. On or about June 14, 2011, Defendant BOOSKA sent, and Plaintiff received, a dunning  
 16 letter addressed to Plaintiff at his employer's address and in the name of Defendant BOOSKA. A  
 17 true and correct copy of Defendant BOOSKA's dunning letter is attached as **EXHIBIT H**.

18 36. This letter to Plaintiff, sent by Defendant BOOSKA, was a "communication" as that term  
 19 is defined by 15 U.S.C. § 1692a(2), a "debt collection" as that term is defined by Cal. Civ. Code  
 20 1788.2(b), and an "initial communication" consistent with 15 U.S.C. § 1692g(a).

21 37. Additionally and alternatively, this initial communication to Plaintiff by the Defendant  
 22 BOOSKA included a written notice, the language of which overshadowed, weakened, and failed to  
 23 comply with the notice required by 15 U.S.C. § 1692g(a)(3) because it did not state all the rights  
 24 available to Plaintiff pursuant to 15 U.S.C. § 1692g and as such, Defendant BOOSKA's  
 25 communication violates 15 U.S.C. §§ 1692e, 1692e(10), 1692f, and 1692g.

26 38. Defendant BOOSKA's initial communication to Plaintiff falsely lists a different and  
 27 lower balance than Defendant MPI's dunning letter. The balance allegedly owed does not show any  
 28 credit for the twelve months of payments on the underlying debt. Defendant BOOSKA acted in a

1 manner that was deceptive, unfair, and unconscionable, thereby violating 15 U.S.C. §§ 1692e,  
 2 1692e(10), 1692f and 1692g(a)(1).

3 39. On or about June 17, 2011, in response to Defendant BOOSKA's dunning letter, Plaintiff  
 4 mailed a letter to Defendant BOOSKA disputing the alleged debt via Certified Mail. A true and  
 5 correct copy of Plaintiff's June 17, 2011 letter is attached as **EXHIBIT I**.

6 40. On or about June 22, 2011, Defendant BOOSKA signed for the Certified Letter. A true  
 7 and correct copy of the signed PS Form 3811 is attached as **EXHIBIT J**.

8 41. Despite Defendant BOOSKA's contentions in his June 14, 2011 letter, Defendant  
 9 BOOSKA has not provided Plaintiff with any information to substantiate his claim that Plaintiff  
 10 owes Defendant SHEVGUR LLC anything. Defendant BOOSKA has no intention on providing  
 11 verification or validation of anything as originally offered in his June 14, 2011. Defendant  
 12 BOOSKA's dunning letter is merely an attempt to extort money from Plaintiff.

13 42. Defendant SHEVGUR LLC has repeatedly and admittedly sent this "debt" to multiple  
 14 debt collectors falsely characterizing it, falsely representing that they have standing when in fact  
 15 they assigned the judgment to Assignee Peter With and they continue to harass Plaintiff.

16 **FIRST CLAIM FOR RELIEF - FDCPA**

17 43. Plaintiff, repeats, re-alleges, and incorporates the fore-going paragraphs.

18 44. Defendants conduct violated the FDCPA, 15 U.S.C. § 1692 et seq., including, but not  
 19 limited to: (a) Falsely representing the character, amount, or legal status of Plaintiff's debt in  
 20 violation of 15 U.S.C. § 1692e(2)(A); Falsely representing or implying that nonpayment of  
 21 Plaintiff's debt would result in legal action where such action is not lawful or Defendants did not  
 22 intend to take such action in violation of 15 U.S.C. § 1692e(4); Threatening to take an action against  
 23 Plaintiff that cannot be legally taken or that was not actually intended to be taken in violation of 15  
 24 U.S.C. § 1692e(5); Overshadowing the disclosures required by 15 U.S.C. § 1692g(a) during the  
 25 thirty-day dispute period in violation of 15 U.S.C. § 1692g(b); Using false representations and  
 26 deceptive practices in connection with collection of an alleged debt from Plaintiff in violation of 15  
 27 U.S.C. § 1692e(10).

28 45. Defendants violated 15 U.S.C. § 1692 et seq., but not limited to, the violations mentioned

1 herein.

2 **SECOND CLAIM FOR RELIEF- RFDCPA**

3 46. Plaintiff, repeats, re-alleges, and incorporates the fore-going paragraphs.

4 47. Defendants conduct violated the RFDCPA, Cal. Civ. Code § 1788 et seq., including, but  
5 not limited to: (a) Falsely representing that a legal proceeding has been, is about to be, or will be  
6 instituted unless payment of a consumer debt is made in violation of Cal. Civil Code § 1788.13(j);  
7 (b) Violating Cal. Civil Code § 1788.17, which requires “every debt collector collecting or  
8 attempting to collect a consumer debt shall comply with the provisions of Sections 1692b to 1692j”  
9 of Title 15 United States Code (FDCPA).

10 48. Defendants violated Cal. Civ. Code § 1788 *et seq.*, including, but not limited to, the  
11 violations mentioned herein.

12 **THIRD CLAIM FOR RELIEF- INTENTIONAL INFILCTION OF EMOTIONAL  
13 DISTRESS**

14 49. Plaintiff, repeats, re-alleges, and incorporates the fore-going paragraphs.

15 50. Defendants actions towards Plaintiff were wanton, willful and outrageous in that they  
16 continued to “Dunn” Plaintiff knowing that the alleged debt was already litigated and they continued  
17 to misrepresent the legal status, character, balance and fees.

18 51. Defendants actions caused Plaintiff to suffer severe emotional distress and anguish.

19 52. It was a reasonably foreseeable result that Defendants outrageous actions would cause  
20 Plaintiff severe emotional distress and anguish.

21 53. Defendant SHEVGUR LLC’s continued practice of assigning, recalling, reassigning a  
22 debt to various debt collectors when they know the underlying debt was already litigated,  
23 demonstrates a maliciousness calculated to inflict emotional distress upon Plaintiff.

24 **FOURTH CLAIM FOR RELIEF- NEGLIGENT INFILCTION OF EMOTIONAL  
25 DISTRESS**

26 54. Plaintiff, repeats, re-alleges, and incorporates the fore-going paragraphs.

27 55. Defendants actions towards Plaintiff were negligent. Sending dunning letters without the  
28 statutory mandated notices, demanding fees Defendants are not entitled to and threatening to abuse

1 process for an unlawful purpose caused Plaintiff emotional distress.

2 56. Defendants actions caused Plaintiff to suffer emotional distress and anguish.

3 57. It was a reasonably foreseeable result that Defendants outrageous actions would cause  
4 Plaintiff emotional distress and anguish.

5 **PRAYER FOR RELIEF**

6 58. WHEREFORE, Plaintiff respectfully prays that judgment be entered against the  
7 Defendants for the following:

8 **DAMAGES**

9 59. An award of statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A),  
10 against Defendants.

11 60. An award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. §  
12 1692k(a)(3). Plaintiff expects to substitute in counsel.

13 61. Declaratory judgment that Defendants' conduct violated the FDCPA.

14 62. An award of statutory damages of \$1,000.00 pursuant to Cal. Civ. Code § 1788.30(b),  
15 against Defendants.

16 63. An award of costs of litigation and reasonable attorney's fees, pursuant to Cal. Civ. Code  
17 § 1788.30(c). Plaintiff expects to substitute in counsel.

18 64. Declaratory judgment that Defendants' conduct violated the RFDCPA.

19 65. An award of punitive damages in an amount that the court may allow pursuant to Cal.  
20 Civ. Code § 1788.31(a)(2)(B), against Defendants.

21 66. An award of costs of litigation and reasonable attorney's fees, pursuant to Cal. Civ. Code  
22 § 1788.31(d).

23 67. Injunctive relief pursuant to Cal. Civ. Code § 1788.31(b).

24 68. Actual and punitive damages for the Intentional Infliction of Emotional Distress and/or  
25 Negligent Infliction of Emotional Distress.

26 69. For such other and further relief as may be just and proper .

27 ///

28 ///

## TRIAL BY JURY

70. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Dated: July 20, 2011

JEREMY D. MAURER

# **EXHIBIT A**

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO, SMALL CLAIMS DIVISION

SOUTHERN BRANCH  
500 County Center  
Redwood City, CA 94063  
(650) 363-4303

CENTRAL BRANCH  
800 N. Humboldt St.  
San Mateo, CA 94401  
(650) 573-2605

NORTHERN BRANCH  
1050 Mission Road  
So. San Francisco, CA 94080  
(650) 877-5775

Court Website: [www.sanmateocourt.org](http://www.sanmateocourt.org)

SMALL CLAIMS CASE NO.: SCC-107332

**NOTICE TO ALL PLAINTIFFS AND DEFENDANTS:**  
Your small claims case has been decided. If you lost the case, and the court ordered you to pay money, your wages, money, and property may be taken without further warning from the court. Read the back of this sheet for important information about your rights.

**AVISO A TODOS LOS DEMANDANTES Y DEMANDADOS:**  
Su caso ha sido resuelto por la corte para reclamos judiciales menores. Si la corte ha decidido en su contra y ha ordenado que usted pague dinero, le pueden quitar su salario, su dinero, y otras cosas de su propiedad, sin aviso adicional por parte de esta corte. Lea el reverso de este formulario para obtener información de importancia acerca de sus derechos.

PLAINTIFF/DEMANDANTE (Name, street address, and telephone number of each):

SHEVGUR LLC DBA BORROWLENSES. COM  
C/O MAX SHEVYAKOV  
428 PENINSULA AVE.  
SAN MATEO, CA 94401

DEFENDANT/DEMANDADO -(Name, street address, and telephone number of each):

JEREMY MAURER  
505 14TH ST. STE 600  
OAKLAND, CA 94612

Telephone No.:

Telephone No.:

Telephone No.:

Telephone No.:

 See attached sheet for additional plaintiffs and defendants.

## NOTICE OF ENTRY OF JUDGMENT

Judgment was entered as checked below on (date): 08/12/09

1.  Defendant (name, if more than one):

shall pay plaintiff (name, if more than one):  
\$ 5,000.00 principal and: \$ 60.00 costs on plaintiff's claim.

2.  Defendant does not owe plaintiff any money on plaintiff's claim.3.  Plaintiff (name, if more than one):

shall pay defendant (name, if more than one):  
\$ principal and \$ costs on defendant's claim.

4.  Plaintiff does not owe defendant any money on defendant's claim.5.  Possession of the following property is awarded to plaintiff (describe property):

6.  Payments are to be made at the rate of: \$ per (specify period): , beginning on (date):  
and on the (specify day): day of each month thereafter until paid in full. If any payment is missed, the entire balance may become due immediately.

7.  Dismissed in court  with prejudice.  without prejudice.8.  Attorney-Client Fee Dispute (Attachment to Notice of Entry of Judgment) (form SC-132) is attached.9.  Other (specify):10.  This judgment results from a motor vehicle accident on a California highway and was caused by the judgment debtor's operation of a motor vehicle. If the judgment is not paid, the judgment creditor may apply to have the judgment debtor's drivers license suspended.

11. Enforcement of the judgment is automatically postponed for 30 days or, if an appeal is filed, until the appeal is decided.

12.  This notice was personally delivered to (insert name and date):

13. CLERK'S CERTIFICATE OF MAILING— I certify that I am not a party to this action. This Notice of Entry of Judgment was mailed first class, postage prepaid, in a sealed envelope to the parties at the addresses shown above. The mailing and this certification occurred at the place and on the date shown below.

Place of mailing: San Mateo, California

Date of mailing: 08/12/09

JOHN C. FITTON, Court Executive Officer/Clerk by Z ARSHAD, Deputy

— The county provides small claims advisor services free of charge. Read the information sheet on the reverse. —

NOTICE OF ENTRY OF JUDGMENT  
(Small Claims)

<b>INFORMATION AFTER JUDGMENT</b>	<b>INFORMACION DESPUES DEL FALLO DE LA CORTE</b>
<p>Your small claims case has been decided. The judgment or decision of the court appears on the front of this sheet. The court may have ordered one party to pay money to the other party. The person (or business) who won the case and who can collect the money is called the <b>Judgment creditor</b>. The person (or business) who lost the case and who owes the money is called the <b>Judgment debtor</b>.</p> <p>Enforcement of the judgment is postponed until the time for appeal ends or until the appeal is decided. This means that the judgment creditor cannot collect any money or take any action until this period is over. Generally, both parties may be represented by lawyers after judgment.</p>	

**IF YOU LOST THE CASE . . .**

1. If you lost the case on your own claim and the court did not award you any money, the court's decision on your claim is **FINAL**. You may not appeal your own claim.
2. If you lost the case and the court ordered you to pay money, your money and property may be taken to pay the claim unless you do one of the following things:

**a. PAY THE JUDGMENT**

The law requires you to pay the amount of the judgment. You may pay the judgment creditor directly, or pay the judgment to the court for an additional fee. You may also ask the court to order monthly payments you can afford.

Ask the clerk for information about these procedures.

**b. APPEAL**

If you disagree with the court's decision, you may appeal the decision on *the other party's claim*. You may not appeal the decision on your own claim. However, if any party appeals, there will be a new trial on *all* the claims. If you appeared at the trial, you *must* begin your appeal by filing a form called a *Notice of Appeal* (form SC-140) and pay the required fees within 30 days after the date this *Notice of Entry of Judgment* was mailed or handed to you. Your appeal will be in the superior court. You will have a new trial and you must present your evidence again. You may be represented by a lawyer.

**c. VACATE OR CANCEL THE JUDGMENT**

If you did not go to the trial, you may ask the court to vacate or cancel the judgment. To make this request, you must file a *Motion to Vacate the Judgment* (form SC-135) and pay the required fee within 30 days after the date this *Notice of Entry of Judgment* was mailed. If your request is denied, you then have 10 days from the date the notice of denial was mailed to file an appeal. The period to file the *Motion to Vacate the Judgment* is 180 days if you were *not* properly served with the claim. The 180-day period begins on the date you found out or should have found out about the judgment against you.

**IF YOU WON THE CASE . . .**

1. If you were sued by the other party and you won the case, then the other party may not appeal the court's decision.
2. If you won the case and the court awarded you money, here are some steps you may take to collect your money or get possession of your property:

**a. COLLECTING FEES AND INTEREST**

Sometimes fees are charged for filing court papers or for serving the judgment debtor. These extra costs can become part of your original judgment. To claim these fees, ask the clerk for a *Memorandum of Costs*.

**b. VOLUNTARY PAYMENT**

Ask the judgment debtor to pay the money. If your claim was for possession of property, ask the judgment debtor to return the property to you. **THE COURT WILL NOT COLLECT THE MONEY OR ENFORCE THE JUDGMENT FOR YOU.**

**c. STATEMENT OF ASSETS**

If the judgment debtor does not pay the money, the law requires the debtor to fill out a form called the *Judgment Debtor's Statement of Assets* (form SC-133). This form will tell you what property the judgment debtor has that may be available to pay your claim. If the judgment debtor willfully fails to send you the completed form, you may file an *Application and Order to Produce Statement of Assets and to Appear for Examination* (form SC-134) and ask the court to give you your attorney's fees and expenses and other appropriate relief, after proper notice, under Code of Civil Procedure section 708.170.

**d. ORDER OF EXAMINATION**

You may also make the debtor come to court to answer questions about income and property. To do this, ask the clerk for an *Application and Order for Appearance and Examination (Enforcement of Judgment)* (form EJ-125) and pay the required fee. There is a fee if a law officer serves the order on the judgment debtor. You may also obtain the judgment debtor's financial records. Ask the clerk for the *Small Claims Subpoena and Declaration* (form SC-107) or *Civil Subpoena Duces Tecum* (form SUBP-002).

**e. WRIT OF EXECUTION**

After you find out about the judgment debtor's property, you may ask the court for a *Writ of Execution* (form EJ-130) and pay the required fee. A writ of execution is a court paper that tells a law officer to take property of the judgment debtor to pay your claim. Here are some examples of the kinds of property the officer may be able to take: **wages, bank account, automobile, business property, or rental income**. For some kinds of property, you may need to file other forms. See the law officer for information.

**f. ABSTRACT OF JUDGMENT**

The judgment debtor may own land or a house or other buildings. You may want to put a lien on the property so that you will be paid if the property is sold. You can get a lien by filing an *Abstract of Judgment* (form EJ-001) with the county recorder in the county where the property is located. The recorder will charge a fee for the *Abstract of Judgment*.

**NOTICE TO THE PARTY WHO WON:** As soon as you have been paid in full, you *must* fill out the form below and mail it to the court *immediately* or you may be fined. If an *Abstract of Judgment* has been recorded, you must use another form; see the clerk for the proper form.

SMALL CLAIMS CASE NO.:

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT (Do not use this form if an Abstract of Judgment has been recorded.)

To the Clerk of the Court:

I am the  judgment creditor  assignee of record.

I agree that the judgment in this action has been paid in full or otherwise satisfied.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE)

## **EXHIBIT B**

ENDORSED FILED  
SAN MATEO COUNTY

DEC 31 2009

1 Shevgur LLC dba Borrowlenses.com  
2 428 Peninsula Ave  
2 San Mateo, CA 94401

Clerk of the Superior Court  
By Ram Yenkanna  
CEPUTY CLERK

3 SUPERIOR COURT OF CALIFORNIA - COUNTY OF SAN MATEO

4 SMALL CLAIMS

5 **Shevgur LLC dba Borrowlenses.com** ) Case No.: No. SCC-107332  
6 Plaintiff, )  
7 vs. ) **ACKNOWLEDGMENT OF ASSIGNMENT**  
8 **Jeremy Maurer** ) **OF JUDGMENT**  
9 Defendant ) (Pursuant to CCP § 673)  
10 \_\_\_\_\_ )  
11

12 **COMES NOW** Max Shevyakov, managing partner of **Shevgur LLC dba**  
13 **Borrowlenses.com**, Plaintiff and Original Judgment Creditor in the within matter, and  
14 hereby provides the following in support of an **ASSIGNMENT OF JUDGMENT**:

15 1) **THAT** Judgment was entered by this court on or about August 12, 2009.  
16  
17 2) **THAT** Plaintiff/Original Judgment Creditor **Shevgur LLC dba Borrowlenses.com** was  
18 awarded against Defendants Jeremy Maurer the sum of \$5, 060.00.  
19  
20 3) **THAT** there have been no renewals since the entry of said judgment by this court and  
21 that Plaintiff/Original Judgment Creditor **Shevgur LLC dba Borrowlenses.com** has  
22 received \$00.00 of judgment award from Defendant Jeremy Maurer.  
23  
24 4) **THAT** **Shevgur LLC dba Borrowlenses.com** of 428 Peninsula Ave, San Mateo,  
25 California is the judgment creditor of record.

Acknowledgment of Assignment

1 5) THAT the last address of record for the judgment debtor Jeremy Maurer is 505 14<sup>th</sup>  
2 Street, Oakland, CA 94612.

3  
4 6) THAT I hereby transfer, and assign all title rights, and interest in the within judgment to:

5 Peter Wirth  
6 601 Van Ness Ave Ste E3 407  
7 San Francisco, CA, 94102  
8 Phone: (866) 404-1888

9 7) THAT I hereby authorize Assignee Peter Wirth to recover, compromise, settle and enforce  
10 said judgment and I withdraw all right and claim to same.

11 Dated this 20<sup>th</sup> December, 2009

12 Max Shevyakov

13 Peter Wirth

14 STATE OF CALIFORNIA

15 COUNTY OF SAN FRANCISCO

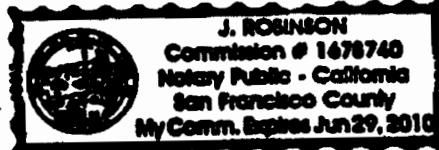
16 On 12-20-09, before me J. ROBINSON, a notary public,  
17 personally appeared Max Shevyakov, who proved to me on the basis of satisfactory  
18 evidence to be the person whose name is subscribed to the within instrument and  
19 acknowledged to me that he executed the same in his authorized capacity, and that by his  
20 signature on the instrument the person, or the entity upon behalf of which the person acted,  
executed the instrument.

21 I certify under PENALTY OF PERJURY under the laws of the State of California that the  
22 foregoing paragraph is true and correct.

23 WITNESS my hand and official seal

24 Signature of Notary Public

25 Acknowledgment of Assignment



## **EXHIBIT C**

WG-011

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>PETER WITH (ASIGNEE)</b> 601 VAN NESS AVE. STE E3 407 SAN FRANCISCO, CA 94102		TELEPHONE NO:	FOR COURT USE ONLY
ATTORNEY FOR (Name):			
NAME OF COURT, JUDICIAL DISTRICT OR BRANCH COURT, IF ANY: <b>CENTRAL BRANCH</b>			
PLAINTIFF: <b>SHEVGUR LLC DBA BORROWLENSES.COM</b>			
DEFENDANT: <b>JEREMY MAURER</b>			
<b>ORDER DETERMINING CLAIM OF EXEMPTION (Wage Garnishment)</b>		LEVYING OFFICER FILE NO:	COURT CASE NO.:
		2010002218	SCC-107332

**FILED**  
SAN MATEO COUNTY

APR 28 2010

Clerk of the Superior Court  
By *[Signature]*  
DEPUTY CLERK

1. The application of (name): **SHEVGUR LLC DBA BORROWLENSES.COM** for an order determining the Claim of Exemption of (name): **JEREMY MAURER** was heard on (date): **04/19/10**

(Check boxes to indicate personal presence)

Judgment Creditor (name):

Attorney (name):

Judgment Debtor (name):

Attorney (name):

2. The court considered the evidence in support of and in opposition to the Claim of Exemption.

3. IT IS ORDERED

- The judgment debtor's Claim of Exemption is denied.
- The judgment debtor's Claim of Exemption is granted, *in part.*
- The levying officer is directed to release any earnings held to the judgment debtor.
- The levying officer is directed to release any earnings held to the judgment creditor for payment on the judgment.
- Other orders (specify): *Plaintiff to keep \$100. - per pay check, balance to be returned to Defendant.*
- The clerk shall transmit a certified copy of this order to the levying officer. The levying officer shall notify the employer of any change in the Earnings Withholding Order and release any retained sums as provided in this order.

Date:

APR 19 2010

(SIGNATURE OF JUDGE)

/SEAL

**CLERK'S CERTIFICATION**

I certify that the foregoing is a true and correct copy of the original on file in my office.

Date:

Clerk, by *[Signature]*, Deputy

Page 1 of 1



<b>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address):</b>	
, ,	
<b>SUPERIOR COURT OF CALIFORNIA</b> <b>COUNTY OF SAN MATEO</b> 400 County Center Redwood City, CA 94063-1655 <a href="http://www.sanmateocourt.org">www.sanmateocourt.org</a>	
<b>PLAINTIFF:</b> SHEVGUR LLC  <b>DEFENDANT:</b> JEREMY MAURER	
<b>Affidavit of Mailing -</b> <b>Order determining claim of exemption</b>	<b>CASE NUMBER:</b> <b>SCC107332</b>
<b>CLERK'S CERTIFICATE OF MAILING</b>	

I hereby certify that I am the clerk of this Court, not a party to this cause; that I served a copy of this notice on the below date, by placing a copy thereof in separate sealed envelopes addressed to the address shown by the records of this Court, and by then sealing said envelopes and depositing same, with postage fully pre-paid thereon, in the United States Mail at San Mateo, California.

John C. Fitton,  
 Court Executive Officer/Clerk

Dated: 04/28/10

By: FRANCISCO BERNAL  
 Deputy Clerk

**Attorneys (Pro Pers) Being Noticed:**

## **EXHIBIT D**

3030 Ashby Ave #102  
Berkeley CA 94705

510 647 0990



## Marcus & Partners, inc.

*receivables management*

February 15, 2011

Attn: Accounts Payable

Fax 647 0999

Jeremy Maurer

505 14TH STREET STE 600

OAKLAND, CA 94612

Re: BorrowLenses.com

Net Balance: \$6,074.85

Claim # 37968

Gross Balance due: \$6,485.28

Dear Accounts Payable,

The above mentioned company has referred your account to this office for collection. We would like to resolve this outstanding balance amicably.

We request that you send payment in full by return mail, to avoid the creditor having to take further action to secure payment.

The above balance includes interest in the amount of \$410.43

If your payment in full is not being forwarded by return mail, it is urgent that you contact the undersigned to discuss your account.

Very Truly Yours,

Earle Clinton

EG/tr

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This letter is from a debt collector.

## **EXHIBIT E**

# JEREMY D. MAURER

P.O. Box 70474, Oakland, California 94612-0474

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February 16, 2011

## **CERTIFIED MAIL 7001 1940 0000 1223 5197**

Earle Glinton  
Marcus & Partners, Inc.  
3030 Ashby Avenue, Suite 102  
Berkeley, CA 94705-2439

RE: Collection notice dated February 15, 2011  
BorrowLenses.com  
Claim #: 37968  
Alleged Net Balance: \$6,074.85  
Alleged Gross Balance: \$6,485.28

Dear Mr. Glinton

I dispute this alleged debt. I have no idea who you are or why you claim I owe both a Net Balance: \$6,074.85 and Gross Balance due: \$6,485.28. Please provide me with any evidence of a contractual obligation to pay the alleged debt. Please provide me with any evidence supporting your claim.

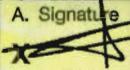
I dispute this debt in its entirety. I dispute the amounts, the balances, the character, the legal status. Until you hear from me otherwise please mark your files that this is disputed. Thank you.

Very truly yours,

Jeremy D. Maurer

Attachment: Your February 15, 2011 demand letter

## **EXHIBIT F**

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p><b>A. Signature</b> </p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><b>B. Received by (Printed Name)</b> <b>C. Date of Delivery</b> 2-18-11</p> <p><b>D. Is delivery address different from item 1?</b> <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p></p>	
<p>1. Article Addressed to:</p> <p>EMILE CLINTON MUSICA &amp; PARTNERS, INC. 3130 HIGHBY AVENUE, SUITE 102 BERKELEY, CA 94705-2139</p>		<p><b>3. Service Type</b></p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p><b>4. Restricted Delivery? (Extra Fee)</b> <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7001 1940 0000 1223 5197</p>			
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-02-M-1540	

## **EXHIBIT G**

3030 Ashby Ave #102  
Berkeley, CA 94705

510 647 0990



**Marcus & Partners, inc.**  
*receivables management*

March 2, 2011

Mr. Jeremy D. Maurer  
Jeremy Maurer  
505 14TH STREET STE 600  
OAKLAND, CA 94612

Fax 647 0999

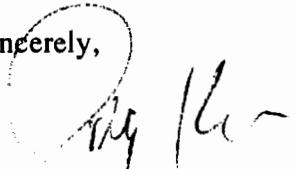
Re: BorrowLenses.com

Balance: \$0.00

Dear Mr. Maurer,

The client has admitted that this account should never have been placed with us. I have closed my file, and you will hear no more from us.

Sincerely,

  
Doug Kline

This is an attempt to collect a debt. Any information obtained will be used for that purpose. This letter is from a debt collector.

## **EXHIBIT H**

**STEVEN A. BOOSKA**

Attorney At Law  
P.O. Box 194650  
San Francisco, CA 94119

Steven A. Booska  
Linda B. Hetland

Tel: (415) 397-4345 Fax: (415) 982-3440  
Toll Free: (800) 565-6752  
[stevenb@booskalaw.com](mailto:stevenb@booskalaw.com)

June 14, 2011

JEREMY MAURER  
505 14TH STREET, STE 600  
Oakland CA 94612

RE: BORROWLENSES.COM  
Account No: 11055  
File No.: 20110421  
Principal: \$6,074.85  
Interest to Date: \$0.00  
Balance: \$6,074.85

Unless you notify this office within 31 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office within 31 days from receiving this notice, this office will suspend further action regarding the above matter until this office obtains verification of the debt or obtains a copy of a judgment, if applicable, and mails you a copy of such judgment or verification. If you request this office within 31 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

The state Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. and after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

If this matter is not resolved it may be necessary to recommend that my client proceed with legal action. If it becomes necessary to institute a civil lawsuit against you, you may be liable not only for the amount due but for interest, court filing fees, service of process, and attorney fees, if applicable.

AT THIS TIME, NO ATTORNEY WITH THIS FIRM HAS PERSONALLY REVIEWED THE PARTICULAR CIRCUMSTANCES OF YOUR ACCOUNT.

Very truly yours,

STEVEN A. BOOSKA  
Attorney at Law

THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

# **EXHIBIT I**

# JEREMY D. MAURER

P.O. Box 70474, Oakland, California 94612-0474

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June 17, 2011

## **CERTIFIED MAIL 7179 1000 1644 0076 9457**

Steven A. Booska, Esq.  
P.O. Box 194650  
San Francisco, CA 94119-4650

RE: Collection notice dated June 14, 2011  
BorrowLenses.com  
Account No.: 11055  
Your File No.: 20110421  
Alleged Balance: \$6,074.85

Dear Mr. Booska,

I dispute this alleged debt. I have no idea who you are or why you claim I owe \$6,074.85. Please provide me with any evidence of a contractual obligation to pay the alleged debt. Please provide me with any evidence supporting your claim.

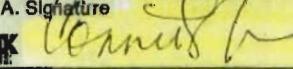
I dispute this debt in its entirety. I dispute the amounts, the balances, the character, the legal status. What type of legal action would you recommend to your client? Until you hear from me otherwise please mark your files that this is disputed. Thank you.

Very truly yours,

Jeremy D. Maurer

Attachment: Your June 14, 2011 demand letter

## **EXHIBIT J**

<b>2. Article Number</b>	
 71791000164400769457	
<b>1. Article Addressed to:</b>	
STEVEN A. BOOSKA ATTORNEY AT LAW PO BOX 194650 SAN FRANCISCO, CA 94119-4650	
<b>COMPLETE THIS SECTION ON DELIVERY</b>	
A. Signature  K. <i>Connie L. Booska</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name) <i>Connie L. Booska</i>	C. Date of Delivery <i>6/22/2011</i>
D. Is delivery address different from Item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES enter delivery address below:	
<b>3. Service Type</b> <input checked="" type="checkbox"/> Certified	
<b>4. Restricted Delivery? (Extra Fee)</b> <input type="checkbox"/> Yes	
PS Form 3811 Domestic Return Receipt	